

1088

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

RUTGERS UNIVERSITY

CONTRACT AGREEMENT

BETWEEN

ELEMENTARY, MIDDLE AND SECONDARY ADMINISTRATORS ASSOCIATION

(EMSSAA)

AND

LODI BOARD OF EDUCATION

1990 - 1993

ELEMENTARY, MIDDLE AND SECONDARY
SCHOOL ADMINISTRATORS ASSOCIATION

1990 - 1993

OFFICERS

Mr. Philip Patire.....President
Mr. Ronald Scire.....Vice-President
Mr. Richard Albanese.....Secretary
Mr. Gary Carabin.....Treasurer

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Mr. Richard Albanese
Mr. Robert Bentsen
Mr. Gary Carabin
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Mr. Joseph Dispoto
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Mrs. Linda Masullo
Mr. Philip Patire
Mr. Anthony Quatrone
Mr. Ronald Scire

NEGOTIATING TEAM

Mr. Philip Patire, Chairperson
Mr. Robert Bentsen
Mr. Joseph Dispoto
Mr. Richard Albanese

BOARD OF EDUCATION NEGOTIATING TEAM

Mr. Joseph Roma, Chairperson
Mr. August DeFalco
Mr. Gaetano Lisa
Mr. Jerry Woods

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PREAMBLE

This agreement entered into this fourteenth day of February 1990 by and between the Board of Education of Lodi, New Jersey, hereinafter called the "Board" and the Elementary, Middle and Secondary School Administrators Association, hereinafter called EMSSAA.

WITNESSETH

WHEREAS, the members of the administrative staff are particularly qualified to advise in the formulation of policies and programs directed toward the improvement of education standards, and

WHEREAS, the Board and EMSSAA do positively recognize that the welfare of the children of Lodi is paramount in the operation of our schools, and

WHEREAS, the Board and EMSSAA have reached certain understandings which they desire to confirm in this agreement, now therefore

BE IT RESOLVED, that in consideration of the following covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board of Education of the Borough of Lodi hereby does recognize the Lodi Elementary, Middle and Secondary School Administrators Association as the exclusive and sole negotiating representative for collective negotiations pursuant to Chapter 123, Public Laws, 1974, for terms and conditions of employment for the unit described herein, including full time administrators as follows:

High School Principal
Middle School Principal
Elementary School Principals
High School Vice Principal
Middle School Vice Principal
Director of Guidance

ARTICLE II - NEGOTIATIONS AND AGREEMENT

- A. The parties agree to negotiate in good faith effort to reach agreement pursuant to Chapter 123, Public Laws of 1974. This agreement, once negotiated, shall not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties not later than December 1st of the negotiating year.
- B. EMSSAA believes that failure to find appropriate and acceptable means of involving its members in determining policy which directly affects them will lead to divisiveness, tension, and conflict that will impair the school and adversely affect the education of our children.
- C. The EMSSAA members are directly concerned for the efficient, uninterrupted and beneficial functioning of the school program to enhance the education, the character, the safety and the social welfare of the children.
- D. The Board and EMSSAA must together seek and provide quality education programs, and share the responsibility in determining policy in an advisory capacity.
- E. The Board, the teachers, the parents, the community, and all school personnel must recognize the immensity of the administrators' duties. Further, they must accept that, to fulfill their responsibilities they must have the authority to exercise certain powers and command certain basic rights to act as quickly and decisively as circumstances warrant.
- F. EMSSAA shall meet with the Superintendent to give EMSSAA members a voice in the formation of Board of Education decisions on proposals being negotiated by any group which members of EMSSAA are required to implement. Any policy change affecting the normal operation of any school shall be made only after the building principal has been consulted, and advised of change of policy for the benefit of all parties concerned.

- G. The EMSSAA members have the privilege of being involved in procedures of employment and dismissal of certificated staff members within the scope of their supervision, and no full time administrative position is to be filled with a person who is not fully certificated for the specific administrative post.

ARTICLE III - BOARD/EMSSAA RELATIONSHIP

- A. The Board and EMSSAA observe a strict line of staff relationships. Board to Superintendent to Principal to Teacher (or similar equal status administrator) and reverse procedure.
- B. A Liasion Committee consisting of members of EMSSAA, the Superintendent of Schools and members of the Board shall meet at least three (3) times a year for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Lodi Public Schools. These meetings to take place at a mutually agreed time. An agenda should be prepared prior to the meeting to allow EMSSAA members to review items to be discussed.

ARTICLE IV - CALENDAR

- A. The Board of Education and EMSSAA acknowledge that it is the responsibility of the EMSSAA members to structure their time and organization to insure that all duties are performed and obligations are met. This concept recognizes the professional nature of the position and that any time limitation diminishes the position. Nevertheless, the demands of the position can be so time consuming as to warrant the following guarantee:

12 MONTH CONTRACT:

1. A one month vacation of all EMSSAA members during the month of July and August.
2. All EMSSAA members shall be granted all holidays and recess periods granted to teachers as per the yearly school calendar.
3. The contractual period shall be July 1 to June 30.

10 MONTH - 2 WEEKS CONTRACT

1. All EMSSAA members shall be granted all holidays and recess periods granted to teachers as per the yearly school calendar.
2. The contractual period shall be the last two weeks (10 days) of August to June 30th of the contractual school year.

ARTICLE V - LEAVE OF ABSENCE

- A. The Board of Education and EMSSAA recognize that occasions will arise when an EMSSAA member must absent himself/herself from his/her school for personal reasons for relatively short periods. The EMSSAA member and the Superintendent of Schools will discuss the reason and arrange for the duration of the leave.
- B. SICK LEAVE - Every EMSSAA member will be allowed sick leave with full pay for a minimum of sixteen (16) school days if employed under a ten (10) month - two (2) week contract; or if employed under a twelve (12) month contract, shall be allowed a minimum of twenty (20) school days in each school year. Said sick leave shall be cumulative, and any such sick leave that remains unutilized at the end of the school year shall be carried from year to year unless, and until it is used, in any subsequent years.
1. All ten (10) month - two (2) week employees shall receive sixteen (16) sick days annually, to be reflected on their sick leave record July 1st of each year.
 2. All twelve (12) month employees shall receive twenty (20) sick days annually, to be reflected on their sick leave record July 1st of each year.
- C. Sick Leave Reimbursement
- Upon the retirement or death of an EMSSAA member, the Lodi Board of Education shall pay said employee for all unused sick days, up to a maximum of 200 days for 10 month, 2 weeks employees and 240 days for 12 month employees at the then per diem rate of the EMSSAA member's salary at the time of retirement or death.

Per diem is defined as 1/20 of the gross monthly salary at the then prevailing rate at the time of retirement or death. In the event of the death of an EMSSAA member, said monies shall be made payable to his/her estate.

Said monies may be paid by the Board Secretary in the month of July following the EMSSAA member's retirement or death.

Ten month, two weeks EMSSAA members who are employed by the Lodi School District for a period of less than 100 months, and twelve month EMSSAA members who are employed by the Lodi School District for a period of less than 120 months shall not be entitled to the above retirement or death benefit.

- D. If an EMSSAA member's absence shall be the result of a personal injury caused by an accident arising out of, and in the course of their employment, such EMSSAA member shall be allowed sick leave with full pay for the entire period of such absence. Such leave shall not be charged to the sick leave provided in Paragraph B in this section.
- E. An EMSSAA member shall promptly comply with each request that a physician's certificate be furnished in connection with any sick leave claim.
- F. The Board shall maintain for each EMSSAA member a cumulative record of absences for which sick leave has been granted. Said records shall note the dates of absence and the type of sick leave granted in each case. The Board shall annually issue to each EMSSAA member a statement of their unused accumulation of sick leave days as of the end of the school year.
- G. As soon as an EMSSAA member shall find it necessary to be absent because of illness or emergency, they shall, as soon as possible, cause notice to be given of such absence.

- H. EMSSAA members shall be entitled to four (4) personal days to be taken when necessary at any time during the school year.
- I. EMSSAA members shall be entitled to up to five (5) days at any time in the event of the death of a member's parents, spouse, child, brother, sister, in-law, grandparents, or any member of the immediate household.
 - 1. Funeral days shall be granted on work days only and further shall be granted as follows:
 - a. Two days prior to the funeral
 - b. The day of the funeral
 - c. Two days immediately after the funeral

ARTICLE VI - INSURANCE PROTECTION

EMSSAA members are to receive all insurance coverage benefits granted to all other personnel.

A. FULL HEALTH CARE COVERAGE:

The Board shall provide the Usual Customary Rate Series health-care insurance protection designated below (effective January 1, 1979). The Board shall pay the full premium for EMSSAA members, and in cases where appropriate, for family plan insurance coverage. The Board shall also pay the full premium for EMSSAA members, and where appropriate for family-plan coverage, for Major Medical Insurance.

1. Provisions of Coverage

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and EMSSAA and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses, and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major-medical coverage
- g. Medical Emergencies
- f. Eligible dependents to age 23

2. Carriers

Pursuant to the law, the Board of Education may elect to change medical insurance carrier of health benefits program only if said change provides a plan and coverage which is equal to or better than the current plan in effect 1989-1990, and in no way diminishes or reduces the current level of health insurance protection. The President of EMSSAA shall receive copies of all Contracts for review.

3. Complete Annual Coverage

For each EMSSAA member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the EMSSAA member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

4. Prescription Plan

Effective July 1, 1990, the Board shall pay full premium for each employee and in cases where appropriate, for family-plan prescription coverage administered. Said plan shall be changed for \$1 co-pay to \$3 co-pay, and expenses incurred by EMSSAA members shall not be submitted to the Major Medical Program.

5. Dental Program

Dental Program shall be increased to Program #3 effective July 1, 1987, and shall continue for each year thereafter. Program #3 of New Jersey Dental Service Plan shall be defined as 90/10 coverage. In addition, the ortho portion of said coverage shall be increased to \$1,250. Board shall continue to pay full premium cost for employee and family.

B. Retirement Coverage

1. Any EMSSAA member upon retirement who is not eligible for the State Health Benefits Program shall continue in health program as described in Article VI, Paragraph B. Any EMSSAA member who is eligible for the State Health Program at retirement shall enroll in the State plan and shall continue coverage in the Dental Plan as outlined in Article VI, Paragraph B.

2. The Board shall pay the full payment of health care, dental and prescription for any EMSSAA member with ten (10) years of accredited service in the Lodi School District who retires between the ages of 55 and 65 years of age, who is not eligible for the State Health Benefits Plan. The Board shall cease payment of premiums upon the retired EMSSAA member's 65th birthday.

C. Description to EMSSAA Members

The Board shall provide to each EMSSAA member a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE VII - CONVENTIONS/WORKSHOPS

- A. The Board agrees that EMSSAA members shall be encouraged to attend national, state and county meetings of professional organizations. Members shall request, in writing, permission to attend conventions and seminars with \$300 per year being the maximum amount to be spent by each member for either a state convention, workshops, and/or seminars.
- B. An EMSSAA member may request permission to attend workshops with approval given at the discretion of the Superintendent of Schools. In addition to Article VII-A above, two (2) EMSSAA members shall be granted transportation and lodging costs not to exceed \$750.00 each for a National Convention.
- C. An EMSSAA member shall not be permitted to attend a National Convention for two (2) consecutive years. This will afford each member equal opportunity to experience a National Convention.

ARTICLE VIII - GRIEVANCE

EMSSAA believes that the adoption of a grievance procedure is a most valuable asset in the smooth functioning of a school system and for the improvement of morale. No matter how hard two interacting parties attempt, in good faith, to avoid disagreements, differences of opinions will arise from time to time. An orderly and peaceful method of resolving these differences is infinitely preferable to frustrated acquiescences, disruptive concerted action, or expensive legal action.

A grievance exists when EMSSAA members or EMSSAA claim there has been a violation, misapplication, or misinterpretation of the agreement or of any existing rule, policy, or practice of the school system. As a grievant proceeds through the channels, the claim may or may not be sustained, or if the grievant is legitimately aggrieved, then a grievance exists and must be processed.

Nothing in this agreement shall prevent any EMSSAA member from discussing their grievance with their appropriate superior, provided that the resolution of the grievance is not inconsistent with terms and conditions of the employment of the EMSSAA member represented by EMSSAA.

STAGE 1 - SUPERINTENDENT:

- A. An EMSSAA member or EMSSAA having a grievance shall within twenty (20) days of the alleged grievance discuss it with the Superintendent.
- B. If the grievance is not resolved informally it shall be reduced to writing and presented to the Superintendent. Within five (5) school days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the EMSSAA member and EMSSAA.

STAGE 2 - BOARD OF EDUCATION:

- A. If the EMSSAA member or EMSSAA are not satisfied with the decision at Stage 1, the EMSSAA member or EMSSAA will file an appeal, in writing, with the Board within fifteen (15) school days after receiving the decision at Stage 1. The official grievance record maintained by the Superintendent shall be available for the use of the Board.
- B. Within fifteen (15) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- C. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Copies of the grievance shall be distributed to the grievant, the Superintendent, and EMSSAA.

STAGE 3 - ARBITRATION:

- A. After such hearing, if the EMSSAA member and/or EMSSAA are not satisfied with the decision at Stage 2, and feel that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 2.
- B. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and EMSSAA will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- C. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted for arbitration. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions in the issues.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, or which is a violation of the terms of this agreement.
- E. The decision of the arbitrator shall be in an advisory capacity.
- F. The cost for the service of the arbitrator, including expenses, if any, shall be borne equally by the Lodi Board of Education and EMSSAA.

ARTICLE IX - EXTENDED BENEFITS

A. Tuition Plan

- 1. Each EMSSAA member shall be reimbursed by the Board of Education \$20.00 per credit not to exceed twelve (12) credits per year for graduate courses completed.
- 2. Upon completion of courses, a transcript shall be submitted to the Superintendent of Schools.

ARTICLE X - DURATION OF CONTRACT

The duration of this agreement dated February 14, 1990 by and between the Lodi Board of Education and EMSSAA shall be intended for three (3) years, dated July 1, 1990 to June 30, 1993, in the form of a three year agreement. All items shall be in effect July 1, 1990 unless otherwise noted.

ARTICLE XI - SALARY

AS PER THE SALARY GUIDES ON THE FOLLOWING PAGES

ELEMENTARY PRINCIPALS and HIGH SCHOOL VICE PRINCIPAL (10 months plus 2 weeks)
GUIDANCE DIRECTOR (12 months)

STEP	MA	MA + 30	MA + 60
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1	\$50,138	\$52,931	\$54,631
2	\$51,011	\$53,803	\$55,503
3	\$51,881	\$54,674	\$56,374
4	\$53,847	\$56,721	\$58,421

ROOSEVELT SCHOOL PRINCIPAL (12 months)

STEP	MA	MA + 30	MA + 60
----	-----	-----	-----
1	\$52,777	\$55,506	\$57,206
2	\$53,629	\$56,358	\$58,058
3	\$54,480	\$57,209	\$58,909
4	\$56,401	\$59,221	\$60,921

MIDDLE SCHOOL PRINCIPAL (12 months)

STEP	MA	MA + 30	MA + 60
----	-----	-----	-----
1	\$55,277	\$58,006	\$59,706
2	\$56,129	\$58,858	\$60,558
3	\$56,980	\$59,709	\$61,409
4	\$58,901	\$61,721	\$63,421

HIGH SCHOOL PRINCIPAL (12 months)

STEP	MA	MA + 30	MA + 60
----	-----	-----	-----
1	\$59,081	\$62,133	\$63,833
2	\$59,884	\$62,937	\$64,637
3	\$60,688	\$63,740	\$65,440
4	\$61,491	\$64,543	\$66,243

MIDDLE SCHOOL VICE PRINCIPAL (10 months plus 2 week)

STEP	MA	MA + 30	MA + 60
----	-----	-----	-----
1	\$47,638	\$50,431	\$52,131
2	\$48,511	\$51,303	\$53,003
3	\$49,381	\$52,174	\$53,871
4	\$51,347	\$54,221	\$55,921

ELEMENTARY PRINCIPALS and HIGH SCHOOL VICE PRINCIPAL (10 months plus 2 weeks)
GUIDANCE DIRECTOR (12 months)

TEP	1990 / 1991			1991 / 1992			1992 / 1993		
	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60
	\$54,650	\$57,695	\$59,548	\$59,022	\$62,310	\$64,312	\$63,744	\$67,295	\$69,457
	\$55,602	\$58,645	\$60,498	\$60,050	\$63,337	\$65,338	\$64,854	\$68,404	\$70,565
	\$56,550	\$59,595	\$61,448	\$61,074	\$64,362	\$66,363	\$65,960	\$69,511	\$71,673
	\$58,693	\$61,826	\$63,679	\$63,389	\$66,772	\$68,773	\$68,460	\$72,114	\$74,275

ROOSEVELT SCHOOL PRINCIPAL (12 months)

STEP	1990 / 1991			1991 / 1992			1992 / 1993		
	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60
1	\$57,527	\$60,502	\$62,355	\$62,129	\$65,342	\$67,343	\$67,099	\$70,569	\$72,730
2	\$58,456	\$61,430	\$63,283	\$63,132	\$66,345	\$68,346	\$68,183	\$71,652	\$73,814
3	\$59,383	\$62,358	\$64,211	\$64,134	\$67,346	\$69,348	\$69,265	\$72,734	\$74,895
4	\$61,477	\$64,551	\$66,404	\$66,395	\$69,715	\$71,716	\$71,707	\$75,292	\$77,453

MIDDLE SCHOOL PRINCIPAL (12 months)

STEP	1990 / 1991			1991 / 1992			1992 / 1993		
	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60
1	\$60,252	\$63,227	\$65,080	\$65,072	\$68,285	\$70,286	\$70,278	\$73,747	\$75,909
2	\$61,181	\$64,155	\$66,008	\$66,075	\$69,288	\$71,289	\$71,361	\$74,831	\$76,992
3	\$62,108	\$65,083	\$66,936	\$67,077	\$70,289	\$72,291	\$72,443	\$75,913	\$78,074
4	\$64,202	\$67,276	\$69,129	\$69,338	\$72,658	\$74,659	\$74,885	\$78,471	\$80,632

HIGH SCHOOL PRINCIPAL (12 months)

STEP	1990 / 1991			1991 / 1992			1992 / 1993		
	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60
1	\$64,398	\$67,725	\$69,578	\$69,550	\$73,143	\$75,144	\$75,114	\$78,994	\$81,156
2	\$65,274	\$68,601	\$70,454	\$70,495	\$74,089	\$76,091	\$76,135	\$80,017	\$82,178
3	\$66,150	\$69,477	\$71,330	\$71,442	\$75,035	\$77,036	\$77,157	\$81,038	\$83,199
4	\$67,025	\$70,352	\$72,205	\$72,387	\$75,980	\$77,981	\$78,178	\$82,058	\$84,220

MIDDLE SCHOOL VICE PRINCIPAL (10 months plus 2 week)

STEP	1990 / 1991			1991 / 1992			1992 / 1993		
	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60	MA	MA + 30	MA + 60
1	\$51,925	\$54,970	\$56,823	\$56,079	\$59,367	\$61,369	\$60,566	\$64,117	\$66,278
2	\$52,877	\$55,920	\$57,773	\$57,107	\$60,394	\$62,395	\$61,676	\$65,225	\$67,387
3	\$53,825	\$56,870	\$58,719	\$58,131	\$61,419	\$63,417	\$62,782	\$66,333	\$68,490
4	\$55,968	\$59,101	\$60,954	\$60,446	\$63,829	\$65,830	\$65,281	\$68,935	\$71,097

ARTICLE XII - LONGEVITY

- A. An EMSSAA member shall receive, in addition to his/her salary, \$500 for longevity in July or September, whichever is applicable, following the EMSSAA member's 14th year anniversary date.
- B. An additional \$500 shall be received in July or September, whichever is applicable, following the EMSSAA member's 17th year anniversary date.
- C. An additional \$500 shall be received in July or September, whichever is applicable, following the EMSSAA member's 24th year anniversary date.
- D. An additional \$500 shall be received in July or September, whichever is applicable, following the EMSSAA member's 29th year anniversary date.
- E. An additional \$500 shall be received in July or September, whichever is applicable, following the EMSSAA member's 39th year anniversary date.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective negotiating teams and attested by their respective secretaries, all on the day and year designated below:

ELEMENTARY, MIDDLE AND SECONDARY
SCHOOL ADMINISTRATORS ASSOCIATION

LODI BOARD OF EDUCATION

By Philip Patire
Chairperson: Philip Patire

By Joseph Roma
Chairperson: Joseph Roma

By Robert Bentsen
Robert Bentsen

By August DeFalco
August DeFalco

By Joseph R. Dispoto
Joseph Dispoto

By Gaetano Lisa
Gaetano Lisa

By Richard Albanese
Secretary: Richard Albanese

By Jerry Woods
Jerry Woods

By Joseph Capizzi
Secretary: Joseph Capizzi

DATE: February 14, 1990